

Honorable Timothy W. Dore  
Chapter: 13  
Hearing Location: Room 8106  
Hearing Date: 9/16/2020  
Hearing Time: 9:30 AM  
Response Date: 9/9/2020

**UNITED STATES BANKRUPTCY COURT  
WESTERN DISTRICT OF WASHINGTON (SEATTLE)**

In re

HARPREET SINGH DBA RAINBOW ROOFING  
COMPANY,

Debtor.

Case No. 20-11546-TWD

Chapter 13

**OBJECTION TO CONFIRMATION OF  
CHAPTER 13 PLAN**

Amos Financial LLC<sup>1</sup> ("Creditor"), hereby objects to confirmation of the Chapter 13 Plan filed by Debtor in the above-referenced matter. The basis of the objection is stated below.

**I. STATEMENT OF FACTS**

1. On or about June 2, 2008 Debtor and Ranjeet Kaur executed a Promissory Note in the original principal amount of \$34,500.00 (the "Note"). The Note is secured by a Deed of Trust encumbering real property commonly described as 11925 SE 238TH Place, Kent, WA 98031 (the "Property"), which is more fully described in the Deed of Trust.

2. Subsequently, all right, title and interest under the Note and Deed of Trust was assigned to Creditor.

<sup>1</sup> This Objection to Confirmation of Chapter 13 Plan shall not constitute a waiver of the within party's right to receive service pursuant to Fed. R. Civ. P. 4, made applicable to this proceeding by Fed. R. Bankr. P. 7004, notwithstanding Aldridge Pite, LLP's participation in this proceeding. Moreover, the within party does not authorize Aldridge Pite, LLP, either expressly or impliedly through Aldridge Pite, LLP's participation in this proceeding, to act as its agent for purposes of service under Fed. R. Bankr. P. 7004.



1           monthly payments over a fixed term at specified adjustable rates of  
2           interest . . . ”

3           Nobleman v. American Savings Bank, 508 US 324, 329 (1993). The Court noted that, although the  
4           Bankruptcy Code itself affects the creditor's contractual rights, particularly its power to enforce its rights,  
5           the statutory limits are independent of the Chapter 13 plan. 508 US at 330. The law prohibits the plan  
6           from affecting the secured creditor's rights, including the right to monthly payments as provided in the  
7           contract.

8           Here, the Property appears to be Debtor's principal residence, and the Plan does not propose to  
9           make any payments to Creditor. Because Debtor's Plan proposes to create a default by withholding  
10          periodic payments to the mortgage holder, it modifies the creditor's rights in violation of Section  
11          1322(b)(2) and cannot be confirmed.

12           **B.       PROMPT CURE OF ARREARS FULL VALUE REQUIREMENT**

13          Pursuant to 11 U.S.C. § § 1322(b)(5) and 1325(a)(5)(B)(ii), a plan must provide for the cure of  
14          arrears within a reasonable time and provide for continuing payments on a secured claim where the last  
15          payment is due after the date which the final plan payment is due.

16          Arrears owed on Creditor's claim totals \$21,458.33, but the plan fails to provide for the repayment  
17          of arrears. Debtor will have to amend the Plan and provide for the Trustee to disburse arrears payments  
18          to Creditor in the approximate amount of \$358.00 monthly in order to cure pre-petition arrears over 60  
19          months.

20          Finally, Debtor proposes to avoid the lien. Based on Debtor's schedules, the Property is valued at  
21          \$435,000.00. The first mortgage has an approximate balance of \$270,624.16 (*See* Claim 6-1). Creditor's  
22          lien is secured in the amount of \$40,515.44. There is more than enough equity in the property to which  
23          Creditor's lien can attach. Accordingly, Debtor needs to provide for Creditor's claim through the Plan.  
24          Further, Debtor failed to comply with the Order Denying Confirmation requiring Debtor to initiate an  
25          lien avoidance Complaint by August 21, 2020. Debtor should precluded from attempting to avoid the  
26          lien due to failure to comply with the Order.

27          As proposed, the Plan fails to satisfy 11 U.S.C. § § 1322(b)(2), (5) and 1325(a)(5)(B)(ii), and is  
28          not feasible. Confirmation must be denied.

1 WHEREFORE, Creditor respectfully requests:

- 2 i. That confirmation of the Debtor's Chapter 13 Plan be denied and Debtor be ordered to file a  
3 Motion to Confirm Amended Plan within 14 days;
- 4 ii. Alternatively, that the Plan be amended to provide for the cure of arrears owed to Creditor within  
5 a period not exceeding 60 months and for post-petition payments; and
- 6 iii. For such other and further relief as this Court deems just and proper.

7 Respectfully submitted,

8 ALDRIDGE PITE, LLP

9  
10 Dated: August 28, 2020

/s/Lesley Bohleber

11 LESLEY D. BOHLEBER

12 Attorneys for Amos Financial LLC  
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1 **CERTIFICATE OF SERVICE**

2 On August 31, 2020, I caused the foregoing OBJECTION TO CONFIRMATION OF CHAPTER  
3 13 PLAN to be served on the following individuals by depositing true copies thereof in the United States  
4 mail, enclosed in a sealed envelope, with postage paid, addressed as follows:

5 **DEBTOR(S)**

6 Harpreet Singh  
7 2511 Waterfall Lane  
8 Corona, CA 92882

9 The following parties were served by electronic means through the Court's ECF service:

10 **DEBTOR(S) ATTORNEY**

11 Kevin T. Helenius

12 **CHAPTER 13 TRUSTEE**

Jason Wilson-Aguilar

13 I certify under penalty of perjury that the foregoing is true and correct.

14  
15 Dated: August 31, 2020 /s/ Shannon Kilgore  
16 SHANNON KILGORE